

EXHIBIT A

FILED: KINGS COUNTY CLERK 02/26/2019 01:00 PM
NYSCEF DOC. NO. 1

INDEX NO. 504215/2019

RECEIVED NYSCEF: 02/26/2019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Anton Katz,

Plaintiff,

v.

Index No.:
Date of Filing:
SUMMONS

Tesla,

Defendant.

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service, where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates KINGS COUNTY as the place of trial. The basis of venue is:
Plaintiff resides in KINGS COUNTY



Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652

TO: Tesla Motors
c/o CT Corporation System
28 Liberty St.
New York, NY 10005

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Anton Katz,

Plaintiff,

v.

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COMPLAINT

Tesla,

Defendant.

Plaintiff, by counsel Kimmel & Silverman, PC, complaining of the defendant herein, respectfully alleges as follows:

1. Plaintiff, Anton Katz, is a resident of the State of New York, residing at 101 Bedford Ave., Apt A708, Brooklyn, NY 11211.

2. Defendant, Tesla Motors, is a corporation qualified to do and regularly conduct business in the State of New York, and can be served at c/o CT Corporation, 28 Liberty St., New York, NY 10005.

3. On or about 03/27/2017, Plaintiff leased a new 2017 Tesla Model X, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 5YJXCBE26HF040575.

4. Plaintiff's vehicle was leased in the State of New York and is registered in the State of New York.

5. The total lease cost, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$69,158.05. A true and correct copy of the lease agreement is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the lease of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship

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of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications. In the alternative, Plaintiff is a third-party beneficiary of any and all warranties made or issued with respect to the subject vehicle both at the time of original delivery and at the time Plaintiff took delivery of the subject vehicle.

7. The above-referenced warranties, guarantees, affirmations or undertakings were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. As a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle's use, value and safety have been substantially impaired and Plaintiff is unable to utilize the vehicle for its intended purposes.

10. The subject vehicle is afflicted with certain defects, conditions and non-conformities which have been presented for repair as follows:

a. The first documented warranty repair attempt is believed to have occurred on or before 6/5/17, when the vehicle odometer showed 3,462 miles. On that date, repair attempts addressed: Vehicle erroneously senses objects, sounds warning and steers driver out of lane. Also, charge port door does not close, falcon door leaks water into the vehicle after rain and falcon door makes loud noise when opening. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

b. The second documented warranty repair attempt is believed to have occurred on or before 6/27/17, when the vehicle odometer showed 4,078 miles. On that date, repair attempts addressed: Vehicle erroneously senses objects, sounds warning and steers driver out of lane. Client also reports falcon door continues to make noise when opening, right front emits noise over bumps and auto pilot and cruise control are inoperable at times. A true and correct copy of the repair invoice is attached hereto,

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made a part hereof and marked Exhibit "C".

- c. The third documented warranty repair attempt is believed to have occurred on or before 2/22/18, when the vehicle odometer showed 12,071 miles. On that date, repair attempts addressed: Vehicle erroneously senses objects, sounds warning and steers driver out of lane. Also, falcon door continues to make loud noise when opening and is misaligned, touch screen reboots spontaneously, vehicle system has no sound at times and taillights have condensation in them. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".
- d. The fourth documented warranty repair attempt is believed to have occurred on or before 6/18/18, when the vehicle odometer showed 14,186 miles. On that date, repair attempts addressed: Vehicle erroneously senses objects, sounds warning and steers driver out of lane. Also, vehicle pulls to the left. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

AS AND FOR A FIRST CAUSE OF ACTION

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff, is a "Consumer" as defined by the New York General Business Law §198-a(a)(1) et. seq. (hereinafter the "Lemon Law").

13. The subject vehicle is a "Motor vehicle" as defined by the Lemon Law.

14. Defendant is a "manufacturer" as referenced by the Lemon Law.

15. On or about 03/27/2017, Plaintiff took possession of the subject vehicle and at times thereafter experienced non-conformities, defects and conditions which substantially impair the use, value and safety of the vehicle.

16. The presence and persistence of these non-conformities violate the express written warranties issued to Plaintiff by Defendant.

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17. Section 198-a(c)(1) of the Lemon Law provides:

If, within the period specified in subdivision (b) of this section, the manufacturer or its agents or authorized dealers are unable to repair or correct any defect or condition which substantially impairs the value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer, at the option of the consumer, shall replace the motor vehicle with a comparable motor vehicle, or accept return of the vehicle from the consumer and refund to the consumer the full purchase price

18. Section 198-a(d)(1) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

The same nonconformity, defect or condition has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity, defect or condition continues to exist;

19. Plaintiff has satisfied or will have satisfied by time of trial the above presumption as the vehicle has been or will have been subject to repair more than four (4) times for the same non-conformity, and the non-conformity remains uncorrected.

20. Section 198-a(d)(2) of the Lemon Law provides a presumption that a reasonable number of repair attempts have been undertaken if:

The vehicle is out of service by reason of repair of one or more nonconformities, defects or conditions for a cumulative total of thirty or more calendar days during either period, whichever is the earlier date.

21. Alternatively, the Plaintiff has satisfied or will have satisfied by time of trial the above presumption as the vehicle has or will be in the future out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

22. Plaintiff has delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.

23. The vehicle continues to exhibit defects and nonconformities, which substantially

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impair its use, value, and/or safety as provided by the Lemon Law.

24. The non-conformities listed above substantially impair the value of the subject motor vehicle and continue to exist even after a reasonable number of repair attempts by the Defendant.

25. In addition, Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the dealer did not maintain records.

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of the Lemon Law.

27. Pursuant to the Lemon Law, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the total lease cost, plus all collateral charges and attorney fees.

AS AND FOR A SECOND CAUSE OF ACTION

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. The lease of the subject vehicle to Plaintiff under the misrepresentation that the vehicle was free from defects that would substantially impair the use, value, or safety of the vehicle represents an unlawful or deceptive trade practice under N.Y. Gen. Law § 349.

30. Defendant violated N.Y. Gen. Law § 349 in one or more of the following ways:

- a. Making of fraudulent and/or negligent representations;
- b. Representing the subject vehicle to be of good, merchantable quality, free from defects, when in fact it was not;

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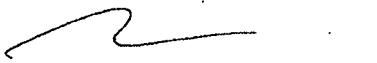
- c. Representing that the repairs could be performed properly, within a reasonable time, when Defendant knew, or should have known, that this was not the case;
- d. Failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein; and
- e. Failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable warranties.

31. Defendant is in the business of selling motor vehicle and therefore the violations are likely to affect the general public now and in the future.

32. Defendant violated the law willfully and knowingly.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; money damages in whatever amount Plaintiff is found to be entitled, plus any interest, costs, incidental and consequential damages; Equitable relief including, but not limited to, repurchase or replacement of the subject vehicle, and in the event this Court finds Plaintiff is not entitled to repurchase or replacement, any other relief this Court deems just; and all attorneys' fees and costs.

RESPECTFULLY SUBMITTED,



Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652

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Tesla,

Defendant.

I, Robert M. Silverman, an attorney admitted to practice in the Courts of the State of New York, say that:

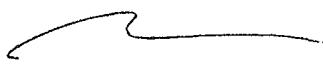
I am a member of the firm of KIMMEL & SILVERMAN, PC, the attorneys for plaintiff(s) in the within action;

I have read the annexed COMPLAINT and the same is true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The reason I make this verification instead of plaintiff is that plaintiff resides outside of the county in which my office is located.

The source of my information and the grounds for my belief are based upon correspondence and reports of investigation in the files of my firm. I affirm the foregoing statements are true under penalties of perjury.

New York, New York



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

Anton Katz,

Plaintiff,

v.

Tesla,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
1001 Avenue of the Americas
12th Floor
New York, NY 10018
1-800-536-6652

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.


ROBERT M. SILVERMAN, ESQUIRE

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Serial: RN2920696-TLT-00-20170321165354

TESLA

LEASE AGREEMENT

Lessee / Co-Lessee (You) Name and Address		Garaging Address If Different		Lessor (We/us/our) Name and Address	
Anton Katz 248 N 8Th St 703 Brooklyn, NY 11211				Tesla Lease Trust 45500 Fremont Blvd. Fremont, CA 94538	

Description of Leased Vehicle (Vehicle) and Trade-in (If Applicable)						
A. Leased Vehicle	New	Year 2017	Make Tesla	Model Model X	Vehicle Identification Number 5YJXCBE26HF040575	Odometer 000050
B. Trade-in		Year	Make	Model	Agreed Upon Value 0.00	Payoff Amount 0.00
						Net Value (Item 7A or 12G) 0.00

Federal Consumer Leasing Act Disclosure						
2. Amount Due at Lease Signing or Delivery (Itemized below)* \$13,072.80	3. Monthly Payments Your first monthly payment of \$1,591.15 is due on 03/29/2017, followed by 35 payments of \$1,591.15 due on the 1 st of each month. The total of your monthly payments is \$57,281.40.	4. Other Charges (not part of your monthly payment) Disposition fee \$395.00 Total \$395.00	5. Total of Payments (the amount you will have paid by the end of the lease) \$69,158.05			

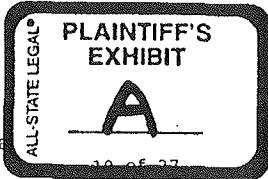
6. Amount Due at Lease Signing or Delivery		7. How the Amount Due at Lease Signing or Delivery Will be Paid	
A. Capitalized cost reduction	\$ 5,000.00	A. Net trade-in allowance	\$ 0.00
B. First monthly payment	\$ 1,591.15	B. Rebates and noncash credits	\$ 0.00
C. Title fees	\$ 0.00	C. Amount applied from deposit	\$ 2,500.00
D. Registration fees	\$ 82.50	D. Amount to be paid in cash	\$ 10,572.80
E. License fees	\$ 25.00		
F. Sales/use tax	\$ 5,589.15		
G. Sales tax on capitalized cost reduction	\$ 0.00		
H. Acquisition fee	\$ 695.00		
I. New York tire fee	\$ 10.00		
J. County Supplemental Fee	\$ 80.00		
Total	\$ 13,072.80	Total	\$ 13,072.80

8. Your Monthly Payment is Determined as Shown Below	
A. Gross Capitalized Cost. The agreed upon value of the vehicle (\$116,250.00) and any items you pay for over the lease term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) (see Item 12 for an itemization of this amount).	\$ 116,250.00
B. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- \$ 5,000.00
C. Adjusted Capitalized Cost. The amount used in calculating your base monthly payment.	= \$ 111,250.00
D. Residual Value. The value of the vehicle at the end of the lease used in calculating your base monthly payment.	- \$ 66,787.50
E. Depreciation and Any Amortized Amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term.	= \$ 44,462.50
F. Rent Charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ 12,818.88
G. Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge.	= \$ 57,281.38
H. Lease Payments. The number of payments in your lease.	+ 36
I. Base Monthly Payment.	= \$ 1,591.15
J. Monthly Sales/use Tax.	+ \$ 0.00
Total Monthly Payment.	= \$ 1,591.15

Early Termination. You may have to pay a substantial charge if you end the lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

9. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of total miles over the scheduled lease term of 36,000 miles, at the rate of 25 cents per mile.
10. Purchase Option at End of Lease Term. You will have an option to purchase the vehicle at the scheduled end of the lease for \$66,787.50, plus official fees and taxes.
11. Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

12. Itemization of Gross Capitalized Cost	
A. Agreed upon value of vehicle as equipped	\$ 116,250.00
B. Title fees	\$ 0.00
C. Registration fees	\$ 0.00
D. License fees	\$ 0.00
E. Sales/use tax	\$ 0.00
F. Maintenance agreement	\$ 0.00
G. Net trade-in balance	\$ 0.00
H. Sales tax on capitalized cost reduction	\$ 0.00
I. Other	\$ 0.00
Total (A to I)	\$ 116,250.00



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13. Estimated Official Fees and Taxes You Must Pay During the Lease Term	
\$5,881.65 is our estimate of the total of official fees and taxes you will have to pay over the lease term. The actual amount may be higher or lower, depending on the tax rates in effect or the value of the vehicle at the time a fee or tax is assessed. (See item 23 for a description of your responsibility for official fees and taxes.)	
14. Lease Dates	15. Scheduled End of Lease Term
3/29/2017	4/1/2020

16. **Lease Term (Number of Months)** 36

17. **Agreement.** You agree to everything in this lease, including items 2-11, and are not buying a vehicle. Tesla Motors, Inc. and Tesla Finance LLC helped arrange this lease and Tesla Finance LLC will service it.

18. **Payments and Late Charge.** You will pay us any amounts under this lease when they become due, which may be after the lease ends. A late fee of 5% of any amount we do not receive by 10 days after the due date will be charged.

19. **Insurance.** You must insure the vehicle through policies and insurers acceptable to us from the delivery of the vehicle to you until you return it to us, and show us proof if we ask. The liability insurance must cover at least \$50,000, \$300,000 and \$500,000 for property damage, for bodily injuries to any one person, and for any one accident, respectively. The physical damage insurance must cover the vehicle's full value and no deductible under it may exceed \$2,500. The policies must cover the driving of the vehicle by you or anyone likely to do so and must show as additional insureds us and anyone else we designate. We will be entitled to any insurance proceeds for damage, theft or destruction of the vehicle. **NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE.**

20. **Delivery.** By signing below, you acknowledge the delivery to, and acceptance by, you of the vehicle, and you assume the risks of loss or damage.

21. **Warranty.** The only warranties on the vehicle are the Tesla Motors New Vehicle Limited Warranty provided to you (which is separate from this lease and states any coverage limits) and a warranty that the vehicle conforms to the description in this lease.

22. **Maintenance and Use.** You will keep the vehicle in good working order and repair and follow any maintenance schedules or recall advisories we or our affiliate may notify you of. You are responsible for all operating costs. You will not use the vehicle or allow it to be used illegally, outside of your insurance coverage, or for transport or rental for payment. You will notify us if the vehicle is out of the state where it is first titled for more than 30 days. You will keep the vehicle free from liens or claims of, or confiscation by, others.

23. **Fees, Fines and Taxes.** You will pay all fees, fines and taxes mandated by the government, and road tolls, related to the vehicle or its use (except our net income taxes), including those accruing from your failure to pay when due. We will charge you for any such amounts that we pay on your behalf.

24. **Return at Scheduled Lease End.** You will return the vehicle at the scheduled lease term end to the place we designate, unless you purchase it (see item 26). You will pay us: (i) any excess mileage charge (see item 9); (ii) any excess wear charge (see item 25); and (iii) any amounts due under item 30. For each month you keep the vehicle beyond the scheduled lease term end, you will be in default and will also pay us the monthly payment amount.

25. **Excess Wear.** The charge for excess wear will be our estimated or actual cost of repairing wear beyond that reasonably expected with ordinary, everyday use and maintenance according to this lease. It includes: (i) parts, accessories and vehicle specifications present in or on the vehicle or provided at delivery being incomplete, modified or replaced with items of inferior quality or design; (ii) any tire with less than 1/8 inch of tread or not part of a matching set of four; (iii) dents, scratches, gouges or cracks in the vehicle's external parts or glass; (iv) torn or burned interior parts or upholstery; (v) inoperative mechanical or electrical components; and (vi) any damage or neglect resulting from your failure to follow any maintenance schedules or recall advisories we or our affiliate may notify you of.

26. **Option to Purchase.** You may buy the vehicle "AS IS," either at the scheduled lease term end by paying the amount in item 10 or during the lease term by paying the adjusted lease balance (see item 28) plus, in each case, any amounts due under item 30. If you buy the vehicle, you will re-title and re-register it in your name as soon as possible.

27. **Terminating the Lease Early.** You may end this lease anytime if you are in full compliance with the lease terms and you satisfy your early end term obligation (see item 28). We may end this lease before its scheduled term end if: (i) you default on this lease (see item 32); (ii) the vehicle is a total loss; or (iii) you die with no surviving lessee, and you will have to pay any early end liability (see items 28 and 29).

28. **Early End Liability.** If the lease ends early and you do not purchase the vehicle under item 26, you will pay the amount of any excess of the "adjusted lease balance" over the "realized value" (see below). However, if such excess is greater than the sum of the following, you will pay such sum instead: (i) all monthly lease payments not yet due plus (ii) any excess mileage charge (see item 9) plus (iii) any excess wear charge (see item 25). Either way, you will also owe us any amounts due under item 30.

- **Adjusted Lease Balance:** The adjusted lease balance on any date is the adjusted capitalized cost (see item 8.C) less all depreciation/amortization through that date. We calculate the split between (i) depreciation/amortization and (ii) rent in each monthly payment using the "constant yield method," a written explanation of which will be provided to you upon request. Our calculations assume that rent charges for each month are earned in advance, that your lease payments are received on their due dates and that the lease ends on the scheduled end date.
- **Realized Value:** If: (i) we keep the vehicle, the vehicle's wholesale fair market value; or (ii) we dispose of the vehicle, the price we receive (including any insurance settlement we receive where "gap protection" under item 29 does not apply). **Appraisal Right:** However, you may pay for an independent third party agreeable to us to conduct a professional appraisal of the wholesale value of the vehicle that could be realized at sale, in which case the "realized value" will instead be such appraised value.

29. **Gap Protection.** If your vehicle is a total loss, you will not owe an early end liability under item 28. Instead, if we get a settlement under your insurance policy that complies with this lease and such settlement is less than the adjusted lease balance (see item 28), you will owe the difference (up to your insurance deductible) plus any amounts due under item 30. We will credit you for any excess of the insurance settlement over the adjusted lease balance. If, as of the date of the total loss, you do not have an insurance policy that complies with this lease, you will owe us the vehicle's wholesale fair market value plus any amounts due under item 30.

30. **Other Amounts Due at Lease End.** You will owe us the following when this lease ends: (i) any monthly payments already due and unpaid at such time; (ii) any official fees and taxes for the lease end (and vehicle purchase, if applicable); and (iii) any other amounts due and unpaid under this lease.

31. **Odometer Disclosure.** Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or you make a false statement.

32. **Default and Remedies.** You will be in default if you breach any agreement in this lease, provide false or misleading information in your credit application, or do anything else the law says is a default. If you are in default, we may, after any legally required notice or waiting period: (i) end this lease and charge an early end liability (see items 28 and 29); (ii) do anything to protect our interest in the vehicle, including repossessing it using legally

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permitted means, (iii) locate the vehicle using electronic means; (iv) use the vehicle's license plates to move it; (v) sue you for damages or to get the vehicle back; and/or (vi) charge you for amounts we spend taking these actions, including outside counsel fees comprising no more than 15% of the total amount you owe. If you default solely by failing to pay a monthly payment when due, you may reinstate this lease by paying the following amounts within 25 days after we send you written notice of your reinstatement rights: (a) all past due payments and (b) our actual and reasonable costs of repossession, storage, pickup and redelivery. You will not lose any rights or options under this lease by reinstating it, but you may not do so more than once.

33. Indemnification. You agree to indemnify us and hold us and our assignees, agents, and insurers harmless from and against any and all liabilities, damages, claims and expenses, including reasonable attorneys' fees to the extent permitted by law, arising out of the condition, maintenance, use and operation of the vehicle, including claims under a strict liability doctrine.

34. Assignment. Any sale of the vehicle and assignment of this lease will not be considered to change materially your duties, burden, or risk under this lease. If we assign this lease, you will not receive notice of assignment. You will not sublease or assign this lease without our prior written consent.

35. Privacy Policy. Our Privacy Policy is incorporated into this lease and can be viewed at www.teslamotors.com/about/privacy.

36. Electronic Signatures and Conversion. If signed electronically, the authoritative copy of this lease will be held in a designated document management system, but we may convert it into a paper copy marked "Original" onto which your electronic signature is affixed. If we do, the affixed signature will be your legally valid and binding signature and the paper copy alone will be the original of this lease.

37. Enforceability. Invalidation of any part of this lease will not affect any other part. No delay or abstention in enforcing our rights will be a waiver.

38. Entire Agreement. This lease contains the entire agreement of the parties. Any changes to this lease must be in writing and must be signed by us.

THE FOLLOWING DISCLOSURES ARE REQUIRED BY NEW YORK LAW:

- A. Capitalized cost (\$116,250.00) is the sum of the adjusted capitalized cost and any capitalized cost reduction. The capitalized cost and the amount of the monthly payment may be negotiable.
- B. Adjusted capitalized cost (\$116,250.00) is the amount which is capitalized in connection with the lease and is used in determining the amount of your monthly payment. This amount will be used in determining your early termination liability. The adjusted capitalized cost may be used to compare the early termination provisions of competing lessors.
- C. The estimated residual value is \$66,787.50.

This lease is entered into as of the date shown in item 14. By signing below, you agree to the terms of this lease, confirm that before you signed this lease, you were free to review and keep a copy, and acknowledge that you have read all pages of this lease.

WARNING: Important consumer protections may not apply if this lease indicates that you are leasing the vehicle primarily for business or commercial use.

NOTICE TO THE LESSEE: 1. Do not sign this lease before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this lease when you sign it.

You acknowledge receipt of a true and completely filled-in copy of all pages of this lease at the time you signed it.

LEASE AGREEMENT

Original

Lessee's Signature: X
By:

eSigned By: 
Anton Katz
Mar 29, 2017 12:24:16 PM EDT
Anton Katz

Co-Lessee's Signature: X
By:

[This area between the signature blocks is intentionally left blank.]

Lessor's Signature: TESLA LEASE TRUST
By: TESLA FINANCE LLC,
as its Initial Beneficiary and Attorney-in-Fact

By: X William J. Donnelly
William J. Donnelly
President

FILED: KINGS COUNTY CLERK 02/26/2019 01:00 PM
NYSCEF DOC. NO. 1

INDEX NO. 504215/2019

RECEIVED NYSCEF: 02/26/2019



TESLA MOTORS
160 Van Brunt Street,
Brooklyn, NY 11231
Ph: 718-510-8046
Fax:

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 7AM - 7PM
Sat 8AM - 4PM

Invoice Date 05-Jun-2017
Date/Time Received 05-Jun-2017 7:20 a.m.
Odometer In 3462 Miles
Ready Date 06-Jun-2017
Service Advisor Carlos Chavez

Reference Number RONC9771002894

Date/Time Promised

Odometer Out

3466 Miles

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Anton KATZ 248 n 8th st, apt 703, Brooklyn, NY 11211 katz.anton@gmail.com	6172187221		5YJXCBE26HF040575
	Year	Model	Color
	2017	Model X	Solid Black Paint

Job Number	Description Of Work	Amount (USD)
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1	Concern: Customer states: charge port door does not close properly Corrections: Door - Charge Port Charge port door was adjusted to clear the tail light which was causing the condition.	
	Pay Type: Goodwill	0.00

2	Concern: Customer states: falcon door leaks water after rain and when opened Corrections: Seals Body Closures General Diagnosis Falcon door primary seal is not correctly positioned to prevent water ingress. New seal will be installed to correct this issue. Corrections: Seal - Body - Side - Rear - Primary - RH Falcon door primary seal has been installed & water ingress is not longer present when opening the door.	0.00
	Pay Type: Warranty	
	Parts Replaced or Added	
	Part	Quantity
	REAR DOOR PRIMARY SEAL,RH (1032470- 1 80-C)	
	ADHESIVE BACKED SEAL (1012717-00-B)	9144



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	Concern: Perform courtesy inspection.	
	Corrections: Courtesy Inspection	
	Checked for active faults. - Topped off washer fluid. - Tested and inspected charging: Charging at 40 amps. - Visually inspected parking brake calipers - No issues. - Adjusted tire pressure to: 42 PSI front, 42 PSI rear. - Measured tire tread depth (after rotation) at: (Outer) (Center) (Inner) LF: 8/32" 9/32" 8/32" RF: 8/32" 9/32" 8/32" LR: 9/32" 9/32" 9/32" RR: 9/32" 9/32" 9/32"	0.00
3	Corrections: Car Wash	
	Courtesy car wash and interior cleaning provided	
	Pay Type: Goodwill	
	Concern: Customer states there is noise heard while opening the falcon doors Driver and Passenger side	
	Corrections: Interior NVH General Diagnosis	
	Falcon door producing noise due to misalignment of upper racetrack trim.	
	Corrections: Racetrack Trim - Upper - LH	
4	Racetrack trim upper needed to be adjusted correctly to relieve the noise produced on opening & closing. After adjustment, Falcon door was operated & noise was no longer present.	0.00
	Pay Type: Warranty	
	Concern: When the customer was driving to service he noticed the autopilot was detecting an object to the right of the vehicle and veered left almost driving into the divider. This happened in a Tunnel at 2:20PM-3:00PM	
	Corrections: Vehicle Alerts General Diagnosis	
5	test drove vehicle to verify operation of autopilot. Found autopilot to be operating as designed. Vehicle proper tracks, accelerates and brakes without issue. Unable to reproduce concern. Opened up diagnostic inquiry with service engineering for analysis. Any and all information will be reported back to the customer after event has been reviewed. No repair is needed at this time.	0.00
	Pay Type: Goodwill	

Service Center hourly rate: USD 175.00

All parts are new unless otherwise specified.

Notes:

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Payment Terms:
Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee from the fourth working day after you are notified that repairs on your vehicle are complete.

You may request to receive replaced parts, except parts normally sold on an exchange basis or subject to a manufacturer's warranty.

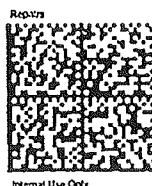
The warranty for any service or repair work performed by Tesla on your vehicle, if any, is set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla disclaims all other express or implied warranties with respect to any repairs or products used in repairs. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.



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TESLA MOTORS
 160 Van Brunt Street,
 Brooklyn, NY 11231
 Ph: 718-510-8046
 Fax:

Invoice

SERVICE DEPARTMENT HOURS
 Mon-Fri: 7AM - 7PM
 Sat 8AM - 4PM

Invoice Date: 27-Jun-2017
 Reference Number: RONC9771003090
 Date/Time Received: 27-Jun-2017 6:19 p.m.
 Date/Time Promised:
 Odometer In: 4078 Miles
 Odometer Out: 4079 Miles
 Ready Date: 03-Jul-2017
 Service Advisor: Kathy Zomer

Bill To:	Mobile Phone	Additional Phone	Vehicle Identification Number
Anton KATZ 248 n 8th st, apt 703, Brooklyn, NY 11211 katz.anton@gmail.com	6172187221		5YJXCBE26HF040575
	Year	Model	Color
	2017	Model X	Solid Black Paint

Job Number	Description Of Work	Amount (USD)
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Concern: Customer states: The Driver side Falcon wing door made a loud popping noise when opening. Might have damaged the roof of the car by the misaligned contact.

Corrections: Exterior NVH General Diagnosis

Spine applique distorted requires replacement.

Corrections: Applique - Spine - Center

Removed and replaced spine applique due to distortion.

Parts Replaced or Added

1	Part	Quantity	0.00
	PRIMER, BETAPRIME, 10ML (1059658-00-A)	1	
	SEALANT, BETASEAL EXPRESS (1048645-00-A)	1	
	ASSY, MX CENTER SPINE APPLIQUE (1041361-00-J)	1	
	RWK RR DOOR ROOF GLASS ASY, RH (1034903-80-J)	1	

Pay Type: Warranty



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2

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

- Pulled logs and checked for active faults: No active faults found (6/30/17).
- Checked firmware version: staged 8.1 (17.24.30).
- Topped off washer fluid.
- Verified wiper and washer jet operation: Good, no issue.
- Checked all seal belts and latches.
- Adjusted tire pressure to: 42 PSI front 42 PSI rear.
- Measured tire tread depth at:

(Outer) (Center) (Inner)

LF: 8/32 8/32 8/32

RF: 8/32 8/32 8/32

LR: 8/32 8/32 8/32

RR: 8/32 8/32 8/32

0.00

Corrections: Car Wash

Vehicle washed after service completed

Corrections: Tesla (Internal Loaner or Rental)

Loaner vehicle provided to customer

Pay Type: Goodwill

Concern: Customer states: when driving over bumps hears a creak, rattle noise coming from the right front

Corrections: Front Suspension (including Hubs) General Diagnosis

Visual inspection confirms that the RH front air spring module is leaking causing abnormal noises.

3

Corrections: Air Spring Module - Front - RH

0.00

Removed and replaced air spring module.

Parts Replaced or Added

Part	Quantity
AIR SPRING MODULE FR (1027361-00-G)	1

Pay Type: Warranty

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Concern: Customer states: on 6/21 at 7:40am when trying to activate cruise control or auto pilot had alert stating cruise not available. this continued through the entire day

Corrections: Vehicle Alerts General Diagnosis

Vehicle firmware outdated causing sporadic issues with auto pilot .

4

Corrections: Firmware Update - Repair

0.00

Updated vehicle to latest firmware.

Pay Type: Goodwill

Service Center hourly rate: USD 175.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)

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I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of sold parts. Any limitation contained herein does not apply where prohibited by law.



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TESLA MOTORS
160 Van Brunt Street,
Brooklyn, NY 11231
Ph: 718-510-8046
Fax:

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri: 7AM - 7PM
Sat 8AM - 4PM

Invoice Date 22-Feb-2018
Date/Time Received 22-Feb-2018 10:52 a.m.
Odometer In 12071 Miles
Ready Date 26-Feb-2018
Service Advisor Kathy Zomer

Reference Number RONC9771005571
Date/Time Promised
Odometer Out 12078 Miles

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Anton Katz 101 Bedford ave, apt A708 Brooklyn, NY 11211 katz.anton@gmail.com	6172187221		5YJXCBE26HF040575
	Year	Model	Color
	2017	Model X	Solid Black Paint

Job Number	Description Of Work	Amount (USD)
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1	Concern: Customer: states falcon door squeaks when opening Corrections: Interior NVH General Diagnosis Verified the concern, advised the race track trims will need to be modified at this time. Corrections: Racetrack Trim - Upper - LH Adjusted both left and right falcon wing door upper race track trim. Function tested and verified noise is no longer present.	0.00
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Pay Type: Goodwill

2	Concern: Customer: States vehicle touch screen reboots, no time stamps available Corrections: Media Control Unit (Touchscreen) General Diagnosis Unable to replicate the concern. Function tested the functionality of the touchscreen and confirmed vehicle is operating as designed. If customer notes the concern reappears, please note the date and time and technician will review the log during the time of occurrence.	0.00
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Pay Type: Goodwill



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3

0.00

Concern: Customer: states falcon doors detect objects not present

Corrections: Latches Strikers and Pinch Sensors General Diagnosis

Unable to replicate the concern. Function tested the functionality of the sensors and confirmed vehicle is operating as designed. If customer notes the concern reappears, please note the date and time and technician will review the log during the time of occurrence.

Pay Type: Goodwill

Concern: Customer: states vehicle tail lights have condensation. goes away

Corrections: Exterior Lights General Diagnosis

Verified concern, advised the tail lights on the body and lift gate will need to be replaced at this time.

Corrections: Tail Light Assembly - RH

Removed and replaced right side tail light assembly. Functioned tested and confirmed vehicle is operating as designed.

Parts Replaced or Added

Part	Quantity
LAMP ASY, REAR BODYSIDE SAE, RH (1034333-00-A)	1
LAMP ASY, LIFTGATE SAE, RH (1034337-00-A)	1

Corrections: Tail Light Assembly - LH

4

0.00

Removed and replaced left side tail light assembly. Functioned tested and confirmed vehicle is operating as designed.

Parts Replaced or Added

Part	Quantity
LAMP ASY, REAR BODYSIDE SAE, LH (1034332-00-A)	1
LAMP ASY, LIFTGATE SAE, LH (1034336-00-A)	1

Corrections: Applique - Liftgate

Removed and replace liftgate applique, verified and confirmed fitment.

Parts Replaced or Added

Part	Quantity
ASY, LIFTGATE APPLIQUE (1035369-00-D)	1

Pay Type: Warranty

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Concern: Customer: Windshield wiper blade streaking / smearing
Corrections: Wiper Blades - Pair
Removed and replaced wiper blades due to streaking. Function tested and confirmed wipers are no longer streaking.

5

Parts Replaced or Added 0.00

Part	Quantity
WIPER BLADE, PASSENGER, LHD, MDL X (1034390-00-B)	1
WIPER BLADE, DRVR, LHD, MDLX (1034389-00-B)	1

Pay Type: Goodwill

Concern: Customer: states when playing songs on streaming radio there is no sound

Corrections: Audio System - Internet Radio General Diagnosis

Pushed firmware to the vehicle. Function tested and confirmed vehicle is operating as designed.

6

Pay Type: Goodwill 0.00

Concern: Customer: states vehicle falcon wing doors appear misaligned

Corrections: Adjustment General Diagnosis

Adjusted the alignment of the falcon wing door. Verified and confirmed alignment is within spec

Corrections: Cladding - Door - Rear - Wheel Arch - RH

7

Removed and replaced right falcon wing door cladding. Verified and confirmed fitment. 0.00

Parts Replaced or Added

Part	Quantity
DOOR CLADDING ASY - RR WHEEL ARCH, RH (1045895-00-E)	1

Pay Type: Goodwill

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Concern: Customer: states vehicle brakes squeak all day in inclement weather

Corrections: Brake Discs and Calipers General Diagnosis

Inspected brakes, found brakes to be normal. Roadtested vehicle and confirmed vehicle is operating as designed.

8

Pay Type: Goodwill

0.00

Concern: Customer: states autopilot brakes really hard even on open road jerking when merging senses side collision.

Corrections: Autosteer General Diagnosis

Unable to replicate the concern. Roadtested the vehicle and confirmed vehicle is operating as designed.

9

Pay Type: Goodwill

0.00

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10

0.00

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

- Checked for active faults: No active faults found.
- Checked firmware version: Updated to latest version
- Charged vehicle. Vehicle charged normally @40amps using shop cable.
- Topped off washer fluid
- Adjusted tire pressure to: 43 PSI front, 43 PSI rear.
- Measured tire tread depth at:

(Outer) (Center) (Inner)

LF: 8/32 8/32 8/32

RF: 8/32 8/32 8/32

LR: 8/32 8/32 8/32

RR: 8/32 8/32 8/32

Corrections: Car Wash

Performed courtesy car wash after service completion

Corrections: Charge Vehicle

Charged vehicle after service completion

Corrections: Tesla (Internal Loaner or Rental)

Provided customer with a Tesla loaner during the duration of service

Pay Type: Goodwill

Concern: Liftgate lamp is broken prior to installation

Corrections: Tail Light Assembly - RH

Prior to installation the tail light was broken.

Parts Replaced or Added

11

0.00

Part	Quantity
LAMP ASY, LIFTGATE SAE, RH (1034337-00-A)	1

Pay Type: Internal Marketing/Sales/Service

Service Center hourly rate: USD 175.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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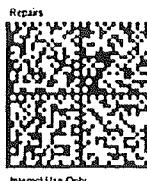
The warranty for any service or repair work performed by Tesla on your vehicle, if any, is set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla disclaims all other express or implied warranties with respect to any repairs or products used in repairs. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:

Date:

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.



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TESLA MOTORS
 160 Van Brunt Street,
 Brooklyn, NY 11231
 Ph: 718-510-8046
 Fax:

Invoice

SERVICE DEPARTMENT HOURS
 Mon-Fri: 7AM - 7PM
 Sat 8AM - 4PM

Invoice Date	Reference Number
18-Jun-2018	RONC9771007084
Date/Time Received	Date/Time Promised
18-Jun-2018 3:41 p.m.	
Odometer In	Odometer Out
14186 Miles	14286 Miles
Ready Date	
26-Jun-2018	
Service Advisor	
Angel Pena	

Bill To:	Mobile Phone	Additional Phone	Vehicle Identification Number
Anton Katz 101 Bedford ave, apt A708 Brooklyn, NY 11211 katz.anton@gmail.com	6172187221		5YJXCBE26HF040575
	Year	Model	Color
	2017	Model X	Solid Black Paint

Job Number	Description Of Work	Amount (USD)
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1	Concern: Customer: Side collision intermittantly pulls the vehicle in the other direction. Corrections: Side Collision Avoidance General Diagnosis Roadtested vehicle with customer, unable to replicate the concern. Performed overnight road test through bridges, local roads, and high ways, confirmed vehicle is operating as designed with no faults. Pay Type: Goodwill - Service	0.00
2	Concern: Customer: Vehicle pulls to the left/ steering wheel slightly left. Corrections: Four Wheel Alignment - Check and Adjust (with Air Suspension) Performed four wheel alignment. Road tested to verify proper vehicle tracking after adjustments. Pay Type: Goodwill - Service	0.00

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT

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Concern: Customer: perform radar and camera calibration to verify specs

Corrections: Calibration - Front Radar Sensor DAS 1.0

Performed radar and camera calibration. Performed overnight roadtest through bridges, local roads, and high ways. Confirmed vehicle is operating as designed at this time.

3

Pay Type: Goodwill - Service

0.00

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

- Checked for active faults: No active faults found.
- Checked firmware version: Updated to latest version
- Charged vehicle. Vehicle charged normally @40amps using shop cable.
- Topped off washer fluid
- Adjusted tire pressure to: 43 PSI front, 43 PSI rear.
- Measured tire tread depth at:

(Outer) (Center) (Inner)

LF: 7/32 7/32 7/32

RF: 7/32 7/32 7/32

LR: 7/32 7/32 7/32

RR: 7/32 7/32 7/32

0.00

Corrections: Tesla (Internal Loaner or Rental)

Provided customer with a Tesla loaner during the duration of service

Corrections: Car Wash

Performed courtesy car wash after service completion

Pay Type: Goodwill - Service

Service Center hourly rate: USD 175.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

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WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (If By Phone)
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I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:**Date:**

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.



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